

WEANER PIG AGREEMENT

Exhibit "A"

1. **BROKER FOR SALE OF PIGS:** COOP AGREES TO BROKER FOR SELLER _____ QUALIFYING WEANER PIGS PER YEAR, PLUS OR MINUS TEN PERCENT (10%). SELLER AGREES TO PROVIDE TO COOP FROM SELLER'S FACILITIES FOR SALE TO BUYER _____ QUALIFYING WEANER PIGS PER YEAR, PLUS OR MINUS TEN PERCENT (10%). IN THE EVENT THAT COOP ENTERS THIS AGREEMENT WITH SELLER WITHOUT THE EXECUTION OR RATIFICATION OF THIS AGREEMENT BY BUYER, THE TERMS AND PROVISIONS OF THIS AGREEMENT AS THE SAME PERTAIN TO THE DUTIES AND OBLIGATIONS OF THE SELLER TO COOP, AND THE COOP TO SELLER, SHALL BE IN FULL FORCE AND EFFECT AT THE TIME SELLER AND COOP EXECUTE THIS AGREEMENT. SUCH A TWO PARTY AGREEMENT SHALL BE CALLED HEREINAFTER AN "OPEN CONTRACT".

2. **PURCHASE/SALE OF PIGS:** COOP AGREES TO PROVIDE TO BUYER FOR BUYER'S PURCHASE FROM SELLER, AND BUYER AGREES TO PURCHASE FROM SELLER FOR BUYER'S PURCHASE FROM SELLER A MINIMUM OF _____ QUALIFYING WEANER PIGS EVERY _____ DURING THE TERM OF THIS AGREEMENT. (EACH DELIVERY SHALL HEREINAFTER BE REFERRED TO AS A "LOT").

3. **QUALIFYING WEANER PIGS:** THE TERM "QUALIFYING PIGS" SHALL MEAN ALL GRADE ONE PIGS, AND ALL SUBSTANDARD PIGS ACCEPTED BY BUYER.

4. **INSPECTION AND GRADING OF PIGS:** BUYER SHALL INSPECT AND GRADE ALL PIGS LOADED AND DELIVERED TO BUYER WITHIN TWENTY-FOUR HOURS OF LOADING. ALL PIGS SHALL BE GRADED AS FOLLOWS:

A. **GRADE ONE PIGS:** GRADE ONE PIGS SHALL BE ALL PIGS AGED 12-19 DAYS AS OF THE DATE OF LOADING, WEIGHING EIGHT POUNDS OR MORE, FREE FROM DISEASE AND FREE FROM THE FOLLOWING DEFECTS, (i) UNCASTRATED OR FRESHLY CASTRATED, (ii) RUPTURES, (iii) COUGHING, THUMPING, OR SCOURING PIGS, (iv) LAME-STIFF PIGS, MALFORMED JOINTS OR OBSERVABLE ABSCESES, (v) FRESHLY CUT OR UNHEALED WOUNDS, AND (vi) PROLAPSE.

B. **SUBSTANDARD PIGS:** SUBSTANDARD PIGS SHALL BE ALL PIGS AGED 12-19 DAYS AS OF THE DATE OF DELIVERY, WEIGHING LESS THAN EIGHT POUNDS, FREE OF DISEASE AND FREE OF THE FOLLOWING DEFECTS, (i) RUPTURES, (ii) LAME-STIFF PIGS, MALFORMED JOINTS OR OBSERVABLE ABSCESES, AND (iii) PROLAPSED. IN THE EVENT, THE NUMBER OF SUBSTANDARD PIGS EXCEEDS TWO (2%) PERCENT OF THE TOTAL NUMBER OF PIGS LOADED AND DELIVERED TO BUYER AT ANY ONE TIME, SELLER MAY ELECT TO WITHDRAW THE SUBSTANDARD PIGS FROM THE SALE OF QUALIFYING PIGS, AND RETAIN OWNERSHIP OF THE SAME, AT WHICH TIME, BUYER SHALL RETAIN POSSESSION OF SAID SUBSTANDARD PIGS FOR THE BENEFIT OF SELLER, AND SELLER SHALL PAY TO BUYER \$ _____ PER SUBSTANDARD PIG FOR PRODUCTION COST. BUYER SHALL HOLD IN TRUST ANY PROCEEDS FROM THE SALE OF SUCH SUBSTANDARD PIG FOR THE BENEFIT OF SELLER,